

Grain and General Services Union (ILWU Canada)

Bargaining Proposals

To Amend and Renew

the

Country Operations and Maintenance

and Regina Head Office Bargaining Units

Collective Agreements

with

Viterra Inc.

Presented November 16, 2022



The following agreement renewal bargaining proposals are based on policy direction given by members of GSU and adopted by their duly elected representatives. These bargaining proposals are submitted on a without prejudice basis to the right of the GSU bargaining committee to amend, modify, set aside or introduce new proposals as required or in response.

ARTICLE 1 – SCOPE & DEFINITIONS

1. Amend section 1.3 by deleting the last sentence. **(Both Agreements)**

Temporary employee - Temporary employee shall mean an employee employed to meet seasonal or temporary operating needs. ~~The only provisions of this Agreement applying to the employment of temporary employees are contained in Schedule B.~~

2. Amend section 1.4 by deleting the last sentence. **(Both Agreements)**

Casual employee - Casual employee shall mean an individual who is hired on a job contract or on an hourly basis for unscheduled or irregular work. ~~The only provisions of this Agreement applying to the employment of casual employees are contained in Schedule B.~~

ARTICLE 6 – GRIEVANCES

3. Amend section 6.1 paragraph 2 to read: **(Both Agreements)**

“Employees may have benefit of representation by union officials at any of the steps in the procedure ~~including any investigation meetings~~, and similarly management representatives may have benefit of counsel.”

ARTICLE 8 – BENEFIT PLANS

4. A joint review of the current medical benefit plan coverage be conducted by the Company and the Union to determine if current coverage is sufficient.
5. Amend section 8.1 to incorporate a summary of the medical benefit plan coverage in the Collective Agreement. **(Both Agreements)**
6. Amend section 8.1 paragraph 1 to read: **(Both Agreements)**

“All eligible employees who have completed ~~ninety thirty~~ (30) days service with the Company shall be entitled to participate in the Company's benefit plans and shall be enrolled on the first of the month following the completion of the ~~ninety thirty~~ (30) day service period.”

7. Amend section 8.2 a) to read: **(Both Agreements)**

~~“All eligible employees who have completed thirty (30) days service with the Company shall receive three (3) earned days of sick leave credits. Employees shall in the following months~~ earn and accumulate sick leave credits on the basis of one and one-quarter (1¼) days per month of continuous service from commencement of employment. Maximum accumulative sick leave credits shall be two hundred and fifty (250) working days.

8. Amend section 8.2 by inserting the following new sub-section f) and by renumbering the following sub-sections Articles 8.2. **(Both Agreements)**

“f) Employees may use sick leave to attend medical and dental appointments.”

ARTICLE 9 – PENSION PLAN

9. Amend section 9.1 paragraph 2 to read: **(Both Agreements)**

“Participating employees will each contribute five percent (5%) of earnings to the plan. The Company will contribute six percent (6%) of an employees earnings to the plan. **Participating employees can choose to contribute seven percent (7%) of earnings to the plan and the Company will then contribute eight percent (8%) of an employees earning to the plan.**”

ARTICLE 10 – HEALTH & SAFETY

10. Amend section 10.2 to read: **(Both Agreements)**

“The parties recognize that the maintenance and development of the employees' general well-being constitute a common objective. Consequently, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment, **including but not limited to fatigue, lack of time away from work and irregular work shifts.**”

11. Amend section 10.4 by moving to the new Article 23. **(Both Agreements)**

ARTICLE 13 – LEAVES OF ABSENCE

12. Amend section 13.3 Pressing Necessity Leave to read: **(Both Agreements)**

“Leave of absence with pay chargeable to an employee's sick leave credits shall be granted for the purpose of attending to an emergent situation which is unforeseen and requires their immediate attention **including but not limited to weather related road closures and,** for any circumstances not covered by Personal Family Leave in Article 13.9. Pressing necessity leave is to be utilized for a maximum of one (1) day per occurrence. Further time off by the employee to attend to the situation is considered at their discretion and will be taken as vacation, time in lieu, General Leave of Absence, or any applicable leave as directed by policy.”

13. Amend section 13.7 Union Leave c) to read: **(Both Agreements)**

~~“Subject to operational requirements,~~ Leaves of absence shall also be granted to elected officers and delegates to attend to the business of the Union. No elected officer or delegate shall suffer any loss or interruption of pay, benefits, service or seniority while on such a leave. The Company shall bill the Union for the cost of such additional leave within thirty (30) calendar days of its occurrence.”

14. Amend 13.9 Personal Family Leave b) to read: **(Both Agreements)**

“This leave shall be used only for the purposes of ~~treatment of an employee illness/injury,~~ carrying out responsibilities related to the health, care or education of a family member, or addressing any urgent matter concerning themselves or their family members.”

ARTICLE 14 – SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB)

15. Amend section 14.1 a) to read: **(Both Agreements)**

“An employee who has completed ~~six months~~ of service with the Company at the date of layoff will qualify for SEB benefits.”

ARTICLE 18 – HOURS OF WORK AND OVERTIME

16. Amend section 18.1 Hours of Work to read: **(Both Agreements)**

“The Company retains the right to schedule hours of work of employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation ~~as long as there is appropriate staffing to ensure safe operations.~~”

17. Amend section 18.2 Regular Work Schedule and Modified Work Week Schedules paragraph 2 to read:

(Operations & Maintenance Agreement)

“The Company may implement modified or variable hours of work schedules as outlined in Schedule C provided the Union is given sufficient notice to enable consultation with the affected employees and provided at least seventy percent (70%) of the affected employees approve the implementation of such work schedules.”

(Regina Head Office)

“The Company may implement modified or variable hours of work schedules provided the Union is given sufficient notice to enable consultation with the affected employees and provided at least seventy percent (70%) of the affected employees approve the implementation of such work schedules. The Company will provide a minimum of twenty-one (21) calendar days' notice of the intended implementation, modification or cancellation of modified work schedules.”

18. Amend section 18.2 Regular Work Schedule and Modified Work Week Schedules by adding the following to the end of the section to read: **(Regina Head Office)**

“Employees shall receive one (1) personal day off per month in addition to general holidays, vacation, and/or other paid absences. Work performed on a scheduled personal day off shall be regarded as overtime unless the employee and the Company mutually agree to an alternative personal day off.”

19. Amend Article 18 to provide for a new section ‘18.4 – Notice of Work Schedule’ and renumber subsequent sections accordingly. The new section 18.4 to read: **(Both Agreements)**

“The Company shall provide a written work schedule to all employees at least 96 hours before the schedule is to begin. Employees may refuse, without reprisal, to work any shift in their schedule that starts with 96 hours from the time that the schedule is provided to them.”

20. Amend Article 18 to provide for a new section ‘18.5 - Shift Changes’ and renumber subsequent sections accordingly. The new section 18.5 to read: **(Both Agreements)**

“When the Company changes an employee’s shift with less than forty-eight (48) hours’ notice, the employee shall be paid at the rate of two (2) times the employee’s regular pay for all of the shifts changed in that forty-eight (48) hour window.”

21. Amend Article 18 to provide for a new section ‘18.6 – Weekend Rail Car Loading’ and renumber subsequent sections accordingly. The new section 18.5 to read: **(Operations & Maintenance Agreement)**

“An employee shall only be required to load rail cars during one weekend or days of rest out of every four.”

22. Amend Article 18 to provide for a new section ‘18.7 – Evening Rail Car Loading’ and renumber subsequent sections accordingly. The new section 18.6 to read: **(Operations & Maintenance Agreement)**

“When rail cars are spotted by the railway after 6:00 pm employees won’t begin loading those rail cars until 6:00 am the following day.”

23. Amend current section 18.4 Overtime by deleting paragraph 2: **(Operations & Maintenance Agreement)**

~~“Employees in Assistant Manager or higher positions are not eligible to receive overtime at the rate of two (2) times the regular rate of pay.”~~

24. Amend current section 18.4 Overtime last paragraph to read: **(Both Agreements)**

“Employees shall be paid for all overtime worked at the appropriate overtime rate of pay as described in this Article. However, with the agreement of the Company, employees may bank their overtime worked, at the appropriate overtime rate. ~~to be taken as paid time off work.~~ The default shall be payment for all overtime worked in the pay period it is worked unless the employee has arranged to bank their overtime.

Banked time shall be paid out when requested by the employee.

Banked time shall be taken at time mutually agreed upon between the Company and the employee.”

25. Amend current section 18.5 **(Regina Head Office)** and 18.6 **(Operations & Maintenance Agreement)** Maximum and Minimum to read:

“The hours of work as stated in this Article are not to be construed as a guaranteed minimum of hours to be worked ~~however when an employee’s weekly scheduled hours of work are reduced by the Company the employee must be paid as if they had worked the missed hours.”~~

ARTICLE 19 – SHIFT DIFFERENTIAL, CALL OUT AND STANDBY PAY

26. Amend section 19.4 Standby Pay by to read: **(Both Agreements)**

“Standby duty shall mean any period of not more than eight (8) hours during which time an employee is not on regular duty but has been assigned standby duty and must be available to respond to any request to return to duty. This shall include, but not be limited to, those employees scheduled to be on call by their manager or supervisor and assigned to carry a pager, cellular phone, or laptop computer as a result of the standby duty assignment.

Employees who are assigned to standby shall be paid a standby premium calculated at the rate of one and one half (1.5) hours of regular pay for each period of assigned standby. With the agreement of the Company, employees may bank standby pay in a time-in-lieu bank as one and one half (1.5) regular hours per period of standby.

Employees shall not be required or allowed to be on standby more than fifty-six (56) hours in a four (4) week period.”

27. Amend current section 19.5 by deleting it. **(Both Agreements)**

~~“There shall only be one premium paid per hour worked. In a case where more than one premium applies, the employee shall receive the highest premium.”~~

28. Amend Article by adding section 19.5 Additional Responsibilities to read: **(Both Agreements)**

“Employees who are performing duties required to complete assigned tasks that are additional responsibilities above and beyond what is required in their current job shall be paid a shift premium of five dollars (\$5.00) per hour for all hours performing those duties. Additional responsibilities may be, but are not limited too, operating as site EH&S representative, train-the-trainer, completing track inspections, completing a management task, operating a rail locomotive and food safety representative.”

ARTICLE 21 – VACATIONS

29. Amend Article 21.2 Vacation Entitlement to read: **(Both Agreements)**

- a) “Employees who have not completed four (4) years of service shall earn vacation at the rate of three (3) weeks per each full year of service.
- b) Employees shall earn vacation at the rate of four (4) weeks per year at the beginning of the calendar year where they reach their fifth (5th) year of service.
- c) Employees shall earn vacation at the rate of five (5) weeks per year at the beginning of the calendar year where they reach their tenth (10th) year of service.
- d) Employees shall earn vacation at the rate of six (6) weeks per year at the beginning of the calendar year where they reach their twenty (20th) year of service.”

ARTICLE 22 – GENERAL HOLIDAYS

30. Amend section 22.1 to include National Day for Truth and Reconciliation in the list of recognized statutory holidays. **(Both Agreements)**

NEW ARTICLE 23 – WORK WEAR **(Both Agreements)**

31. Amend current collective agreement by adding a new article, ‘Article 23 – Work Clothing’ to read:

“Boot Allowance - It shall be a condition of employment that appropriate safety footwear be worn where designated by the Company. Regular employees at these worksites who are required to wear safety footwear shall be provided with a payment on an annual basis. The company will reimburse with proof of receipt the cost of new the safety footwear up to three hundred dollars (\$300.00) per year.

Branded Clothing – If it is a condition of employment that an employee must wear company branded clothing to work the Company will provide the branded clothing at no cost to the employee.”

ARTICLE 24 – Position Elimination

32. Amend section 24.2 to read: **(Both Agreements)**

“In the event that the Company **proposes** to provide the employee with pay in lieu of notice for all of the one-hundred and twenty (120) calendar day notice period referred to in Article 24.1, the employee **will have** ~~has~~ the option of choosing **their regular pay for the one-hundred and twenty (120) calendar day notice period including continuation of pension and benefit plan coverage or to receive the pay in lieu of notice and** immediate termination of employment. If the employee chooses this option, the position elimination will be effective immediately and:

- a) the employee shall immediately receive severance pay in accordance with Article 24.4; and
- b) the employee shall not be entitled to the options in Article 24.6.”

ARTICLE 25 - SCALE of WAGES and SCHEDULE A **(Both Agreements)**

33. Amend the current collective agreement to provide an across the board wage increase of seven and one half percent (7.5%) for all employees and to all current employees rates of pay set out in the new Schedule A of the collective agreement effective November 1, 2022 and retroactive to that date. After this wage increase employees will be placed in the new Schedule A. When placed in the new Schedule A each employee will move up to the Step in their grade that doesn't reduce their current pay.

Further amend the current collective agreement to provide an additional five percent (5%) across the board increases to be added to all current rates of pay set out in Salary Schedule A effective November 1, 2023 and to provide an additional four percent (4%) across the board wage increase effective November 1, 2024.

34. Amend Article 25 by adding:

Employees shall be assigned to a salary step in the attached salary grid that is equal to or higher than their current salary and shall progress through the salary range of the grade assigned to their job title as set out in the attached salary grids. Movement to the next step in their Grade will coincide with the employee's employment anniversary date.

ARTICLE 27 – EFFECTIVE DATE AND DURATION OF AGREEMENT

35. Amend Article 27 – Effective Date and Duration of Agreement to read: **(Both Agreements)**

This Agreement shall be effective from the 1st day of November, 2022 and shall be valid until the 31th day of October, 2025, and thereafter from year to year unless a written notice is given by either party within the period of four months immediately preceding the date of expiration of the term of the Collective Agreement, of their desire to terminate this Agreement or negotiate a revision thereof, in which case this Agreement shall remain in effect without prejudice to any retroactive clause of a new Agreement until negotiations for revision or amendments hereto have been concluded and a new Agreement superseding this Agreement has been duly executed.

The amendments to the Collective Agreement, unless otherwise agreed, are effective upon the date of ratification by the parties.

NEW RAILWAY WEEKEND BOOKING PAY

36. Amend the Operations and Maintenance Agreement by adding Article 28 – RAILWAY WEEKEND BOOKING PAY to read: **(Operations & Maintenance Agreement)**

Weekend Loading Booking Pay

If employees are scheduled to work on a weekend (Saturday or Sunday) to assist with the loading of railcars and the Company does not advise of cancellation of the weekend work by 5:00 p.m. on the prior Thursday, the employees will receive Booking Pay of four (4) hours pay at one and one half (1.5) times the employee's regular rate of pay.

If the train arrives as scheduled, the scheduled employee shall receive Overtime Pay as outlined in Article 18.4. Scheduled employees will not be paid the Booking Pay over and above overtime pay for time worked.

~~The maximum number of employees by facility type that can qualify for the booking pay are as follows:~~

~~Moose Jaw / Saskatoon = 10 employees; 100 car loaders = 7 employees; 50 car loaders = 5 employees and 25 car loaders = 3 employees.~~

~~When~~ ~~If an~~ employees ~~are~~ ~~is~~ scheduled to work on Saturday and the train fails ~~resulting in the employees being required~~ ~~ing the employees~~ to work Sunday they will receive the booking pay of 4 hours for Saturday and ~~will would~~ be entitled to overtime pay for ~~work on the~~ Sunday.

Booking Pay is not part of regular work week hours and is not subject to averaging.

SCHEDULE A

(Operations & Maintenance Agreement)

Work Stream	Job Title	Grade
Administrative Support/Office Services Work Stream	Co-Op Student	2
	Facility Sales & Admin.	5
	Administrative Assistant	4
	Logistics Coordinator	5
Grain Marketing Work Stream	Customer Account Representative Trainee	6
	Customer Account Representative I	6
	Customer Account Representative II	8
Information Technology Work Stream	Database Programmer Analyst	8
Logistics & Supply Chain Work Stream	Grain Logistics Coordinator	5
Operations Work Stream	Seasonal Operations Worker	1
	Facility Assistant I	3
	Facility Assistant II	5
	Grader	5
	Facility Operations Manager, Trainee	6
	Asset Protection Trainer	7
	Assistant Manager	7
	Quality Assurance Coordinator	7
	Manager, Customer Service	9
Trades/Professional Work Stream	Maintenance Technician	6
	Automation Technician	6
	Maintenance Journeyperson	8
	Automation Specialist	8
	Maintenance Supervisor	9
	Electrical Supervisor	9
	Automation Analyst	9

(Regina Head Office)

Work Stream	Job Title	Grade
Administrative Support/Office Services Work Stream	Co-Op Student	2
	Receptionist	2
	Administrative Assistant	4
	Maintenance Services Administrator	5
Grain Marketing Work Stream	Accounting Clerk	4
	Account Payable Analyst	5
	Accountant Trainee	5
	Treasury Operations Analyst	5
	Accountant	6
Information Technology Work Stream	IT Application Analyst	6
	Service Desk Agent	6
	IT Application Specialist	7
	Database Analyst	8
	IT Business Specialist	8
	IT Specialist, Infrastructure	8
Logistics & Supply Chain Work Stream	Administration & Logistics Coordinator	4
	Country Support and Grain Risk Administrator	4
	Agribusiness Associate	5
	Contract Coordinator	5
	Credit and Grain Risk Analyst	5
	Trade Execution Coordinator	5
	Container Logistics Coordinator	6
	Multi Modal Logistics Coordinator	6
	Rail Logistics Coordinator	6
	Transportation Reporting Specialist	6
	Truck Logistics Coordinator	6
	Procurement Specialist	8
Operations Work Stream	Lab Assistant	1
	Grain Inspector	2
	Senior Grain Inspector	5
	Quality Control Coordinator	7
Trades/Professional Work Stream	Building Operator	6
	Building Supervisor	7
	Maintenance Systems Specialist	8

Effective November 1, 2022

[illegible]

Effective November 1, 2023

[illegible]

Effective November 1, 2024

[illegible]

SCHEDULE B

37. Amend by deleting Schedule B. **(Both Agreements)**

SCHEDULE C

38. Rename to read Schedule B. **(Both Agreements)**

Scope Review, Employment/Pay Equity/TRC Calls to Action **(Both Agreements)**

39. Viterra Inc. and Grain and General Services Union Local 1 (Operations & Maintenance) and Local 2 (Regina Head Office) agree to engage in a comprehensive scope review of the union's bargaining units, including whether currently excluded job titles are consistent with the certification orders and/or the definition of employee in the Canada Labour Code.
40. GSU proposes establishment of a GSU/Viterra joint employment equity and pay equity committee with the mandate, resources and power to implement and support employment equity programs and a pay equity review of all jobs and job titles within the company.

The mandate of the GSU/Viterra joint employment equity and pay equity committee includes, but is not limited to the following:

1. Updating section 4.6 in both collective agreements;
2. Identification of barriers and obstacles to employment equity, including steps to remove same;
3. Identification of barriers and obstacles to pay equity, including steps to remove same;
4. Establishing a policies and programs to bring about a more inclusive and more representative work force;
5. Establishing a program for implementing applicable Calls to Action of the Truth and Reconciliation Commission

LETTER OF UNDERSTANDING

41. LETTER OF UNDERSTANDING

BETWEEN:

VITERRA INC.

and

GRAIN AND GENERAL SERVICES UNION (ILWU • Canada)

Covering

GSU Local 1 (Viterra - Operations and Maintenance)

and

GSU Local 2 (Viterra – Head Office)

DRIVING FOR WORK

When it is required that an employee must travel for work outside their station the following provisions will be in place.

- a. When driving a Company vehicle the employee will be paid for travel time which will count as time worked.
- b. When driving their personal vehicle the employee will be paid for their travel time which will count as time worked and will also be paid per kilometre travelled based on the Company's transportation rate.
- c. When the employee is a passenger they will be paid for travel time which will count as time worked.

Dated this ____ day of _____, ____.

LETTER OF UNDERSTANDING

42. LETTER OF UNDERSTANDING

BETWEEN:

VITERRA INC.

and

GRAIN AND GENERAL SERVICES UNION (ILWU • Canada)

Covering

GSU Local 1 (Viterra - Operations and Maintenance)

and

GSU Local 2 (Viterra – Head Office)

WORKING FROM HOME

The Company and Union agree that employees who wishes to work from home on a full time or part time basis shall request prior approval from authorized representative of the Company before being able to work from home. Such approval shall not be unreasonably withheld.

Dated this ____ day of _____, ____.